

**COPY**

**B 10 (Official Form 10) (12/07)**

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA

**PROOF OF CLAIM**

Debtor against which claim is asserted: (Check only one box below:)	
<input checked="" type="checkbox"/> Circuit City Stores, Inc. (Case No. 08-35653)	<input type="checkbox"/> CC Distribution Company of Virginia, Inc. (Case No. 08-35659)
<input type="checkbox"/> Circuit City Stores West Coast, Inc. (Case No. 08-35654)	<input type="checkbox"/> Circuit City Stores PR, LLC (Case No. 08-35660)
<input type="checkbox"/> InterTAN, Inc. (Case No. 08-35655)	<input type="checkbox"/> Circuit City Properties, LLC (Case No. 08-35661)
<input type="checkbox"/> Ventoux International, Inc. (Case No. 08-35656)	<input type="checkbox"/> Orbyx Electronics, LLC (Case No. 08-35662)
<input type="checkbox"/> Circuit City Purchasing Company, LLC (Case No. 08-35657)	<input type="checkbox"/> Kinzer Technology, LLC (Case No. 08-35663)
<input type="checkbox"/> CC Aviation, LLC (Case No. 08-35658)	<input type="checkbox"/> Courchevel, LLC (Case No. 08-35664)
	<input type="checkbox"/> Abbott Advertising, Inc. (Case No. 08-35665)
	<input type="checkbox"/> Mayland MN, LLC (Case No. 08-35666)
	<input type="checkbox"/> Patapsco Designs, Inc. (Case No. 08-35667)
	<input type="checkbox"/> Sky Venture Corporation (Case No. 08-35668)
	<input type="checkbox"/> XSSstuff, LLC (Case No. 08-35669)
	<input type="checkbox"/> PRAHS, INC. (Case No. 08-35670)

NOTE: This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Vertis, Inc</b>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>John J. Cruciani</b> <b>Husch Blackwell Sanders LLP</b> <b>4801 Main Street, Suite 1000</b> <b>Kansas City, MO 64112</b>	Court Claim Number: _____ (if known)
Telephone number: <b>816-983-8000</b>	Filed on: _____
Name and address where payment should be sent (if different from above):     Telephone number: _____	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.

**1. Amount of Claim as of Date Case Filed:** \$ 47,363.50

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

**2. Basis for Claim:** services and goods

(See instruction #2 on reverse side.)

**3. Last four digits of any number by which creditor identifies debtor:** \_\_\_\_\_

**3a. Debtor may have scheduled account as:** \_\_\_\_\_  
(See instruction #3a on reverse side.)

**4. Secured Claim** (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff:  Real Estate       Motor Vehicle       Other  
Describe: \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

**6. Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

**7. Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  
If the documents are not available, please explain:

**Date:** 1/29/09  
Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

**S. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.**

Specify the priority of the claim.

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtors business, whichever is earlier — 11 U.S.C. § 507(a)(4).

Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(5).

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. § 507(a)(7).

Taxes or penalties owed to governmental units — 11 U.S.C. § 507(a)(8).

Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_).

Amount entitled to priority:

\$ \_\_\_\_\_

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

FOR COURT USE ONLY

**RECEIVED**

**FEB 03 2009**

**WORTMAN CARSON CONSULTANTS**

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**EXHIBIT**

**A**



250 West Pratt Street  
18th Floor  
Baltimore, MD 21201  
(410) 528-9800  
[www.vertisinc.com](http://www.vertisinc.com)

## Invoice

Number	Date	Page
07004029	09/30/2008	1 of 2

BILL TO 061360

CIRCUIT CITY PURCHSING CO LLC  
SUBSIDIARY OF CIRCUIT CITY 2  
ATTN:BRIAN HARGROVE DR 3,2  
9954 MAYLAND DR  
RICHMOND, VA 23233-1463

Via TK

Please send remittance to:

VERTIS, INC.  
P. O. BOX 404555  
ATLANTA, GA 30384-4555

Currency	USD
#	:
ference#	:
o#	: 07071800
o Name	: CIRCUIT CITY
les Rep	: GARY WHITMER
R	: PATRICIA WEIGAND
yment Terms	: NET 10 DAYS FROM INVOICE DATE
te 1	:
te 2	:
Add to Cust	: CIRCUIT CITY PURCHSING CO LLC

Thank you - It is our pleasure to serve you

Total \$906.00

Subject to terms and conditions on final page - after Invoice total.

## VERTIS SERVICES TERMS AND CONDITIONS

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services ("Services") provided by Vertis, Inc. (or its affiliated companies ("Company") for you ("Customer").

### Promedia, Printing, and Direct Marketing Services.

1.1. **Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, except as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and other preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

1.2. **Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

### Customer Final Approval Proof.

1.3.1. Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with changes" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

1.3.2. Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break, if Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked "OK" or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

1.3.3. Customer changes to original copy or instructions will be invoiced at its rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

1.4. **Delivery.** Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

2.0 **Media Placement Services.** Company will act as Customer's agency of record, and Customer will cooperate with and assist Company in having Company recognized as such by media vendors. Customer will provide reasonable assistance to Company in dealings with media vendors. Customer is financially responsible for all media costs (including without limitation short rates) for advertising placed by Company on Customer's behalf, regardless of whether such costs vary from prior quotes. Company will not be responsible for errors in placement of advertising if (a) Customer does not request review of its media plan; (b) Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to placement of the advertising; or (c) Customer provides oral or written approval of the media plan, and Company has followed such media plan. If the actual quantity circulated varies from the ordered quantity by up to 1% of total circulation per event, Company will be deemed in compliance with this Agreement. If Customer fails to approve the media plan in time to allow Company to place the advertising, Company may attempt to place the advertising for an alternative date agreed to by Customer and/or may, in its sole discretion, charge Customer for charges assessed by the media.

### 3.0 Payment Terms.

3.1. **Payments, Credit, and Taxes.** If Company extends credit to Customer, each payment is due within 30 days of the invoice date; otherwise, payment is due in advance or on delivery (as specified by Company). Customer will pay late fees equal to 1 1/2 % per month (or the amount allowed by law, if less) on all past due amounts, and reimburse Company for all collection costs incurred (including without limitation attorneys' fees).

Company may retain any Customer property as security until full payment is received. Company will determine whether to extend credit to Customer, and such decision may be modified or this Agreement terminated at any time on notice to Customer if Company determines (in its sole discretion) that Customer's creditworthiness is unacceptable. Customer will provide Company with financial information on request, to enable Company to evaluate Customer's creditworthiness. Customer will pay Company directly or reimburse Company for all taxes on Services, except taxes on Company's income.

3.2. **Price Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days' prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S., All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

3.3. **Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

4.0 **Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

5.0 **Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS).** COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

6.0 **Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

7.0 **Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

8.0 **Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be pre-emptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. **EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.**

9.0 **Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.



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[www.vertisinc.com](http://www.vertisinc.com)

## Invoice

Number	Date	Page
07004047	10/08/2008	1 of 2

Bill To: 061360

CIRCUIT CITY PURCHSING CO LLC  
SUBSIDIARY OF CIRCUIT CITY 2  
ATTN: BRIAN HARGROVE DR 3,2  
9954 MAYLAND DR  
RICHMOND, VA 23233-1463

Via TK

Please send remittance to:

VERTIS, INC.  
P. O. BOX 404555  
ATLANTA, GA 30384-4555

Currency: USD

PO#	:	
Reference#	:	
Job#	:	07072400
Job Name	:	CIRCUIT CITY
Sales Rep	:	KEITH FLEMING
CSR	:	PATRICIA WEIGAND
Payment Terms	:	NET 10 DAYS FROM INVOICE DATE
Note 1	:	
Note 2	:	
Sold to Cust	:	CIRCUIT CITY PURCHSING CO LLC

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 10/12 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER 8	8 TAB - 175,000 COPIES 20% FUEL SURCHARGE				755.00 151.00

Thank you - It is our pleasure to serve you

Total

**\$906.00**

Subject to terms and conditions on final page - after Invoice total.

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**1.2. Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

### **1.3. Customer Final Approval Proof.**

**1.3.1.** Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with change" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

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**1.3.3.** Customer changes to original copy or instructions will be invoiced at rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to unsatisfactory return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

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**3.3. Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

**4.0 Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

**5.0 Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIMS).** COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

**6.0 Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

**7.0 Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

**8.0 Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. **EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.**

**9.0 Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid; when sent via a nationally recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.



250 West Pratt Street  
18th Floor  
Baltimore, MD 21201  
(410) 528-9800  
[www.vertisinc.com](http://www.vertisinc.com)

## Invoice

Number	Date	Page
07004062	10/14/2008	1 of 2

BITO 061360

CIRCUIT CITY PURCHSING CO LLC  
SUBSIDIARY OF CIRCUIT CITY 2  
ATTN: BRIAN HARGROVE DR 3,2  
9954 MAYLAND DR  
RICHMOND, VA 23233-1463

Please send remittance to

VERTIS, INC.  
P. O. BOX 404555  
ATLANTA, GA 30384-4555

VIA TK

Currency: USD

PO# :  
Reference# :  
Job# : 07072500  
Job Name : CIRCUIT CITY  
Sales Rep : KEITH FLEMING  
CSR : PATRICIA WEIGAND  
Payment Terms : NET 10 DAYS FROM INVOICE DATE  
Note 1 :  
Note 2 :  
Sold to Cust : CIRCUIT CITY PURCHSING CO LLC

Thank you - It is our pleasure to serve you

Total

**\$906.00**

Subject to terms and conditions on final page - after invoice total.

## **VERTIS SERVICES TERMS AND CONDITIONS**

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services ("Services") provided by Vertis, Inc. or its affiliated companies ("Company") for you ("Customer").

### **Promedia, Printing, and Direct Marketing Services**

**1.1. Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, except as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and other preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

**1.2. Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

### **Customer Final Approval Proof**

**1.3.1.** Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with change" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

**1.3.2.** Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break. If Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked "OK" or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

**1.3.3.** Customer changes to original copy or instructions will be invoiced at rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

**1.4. Delivery.** Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

**2.0 Media Placement Services.** Company will act as Customer's agency of record, and Customer will cooperate with and assist Company in having Company recognized as such by media vendors. Customer will provide reasonable assistance to Company in dealings with media vendors. Customer is financially responsible for all media costs (including without limitation short rates) for advertising placed by Company on Customer's behalf, regardless of whether such costs vary from prior quotes. Company will not be responsible for errors in placement of advertising if (a) Customer does not request review of its media plan; (b) Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to placement of the advertising; or (c) Customer provides oral or written approval of the media plan, and Company has followed such media plan. If the actual quantity circulated varies from the ordered quantity by up to 1% of total circulation per event, Company will be deemed in compliance with this Agreement. If Customer fails to approve the media plan in time to allow Company to place the advertising, Company may attempt to place the advertising for an alternative date agreed to by Customer and/or may, in its sole discretion, charge Customer for charges assessed by the media.

### **3.0 Payment Terms**

**3.1. Payments, Credit, and Taxes.** If Company extends credit to Customer, each payment is due within 30 days of the invoice date; otherwise, payment is due in advance or on delivery (as specified by Company). Customer will pay late fees equal to 1 1/2 % per month (or the amount allowed by law, if less) on all past due amounts, and reimburse Company for all collection costs incurred (including without limitation attorney's fees).

Company may retain any Customer property as security until full payment is received. Company will determine whether to extend credit to Customer, and such decision may be modified or this Agreement terminated at any time on notice to Customer if Company determines (in its sole discretion) that Customer's creditworthiness is unacceptable. Customer will provide Company with financial information on request, to enable Company to evaluate Customer's creditworthiness. Customer will pay Company directly or reimburse Company for all taxes on Services, except taxes on Company's income.

**3.2. Price Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days' prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S. All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

**3.3. Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

**4.0 Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

**5.0 Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS).** Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

**6.0 Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

**7.0 Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

**8.0 Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. **EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.**

**9.0 Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.



250 West Pratt Street  
18th Floor  
Baltimore, MD 21201  
(410) 528-9800  
www.vertisinc.com

Bill To: 061360

CIRCUIT CITY PURCHSING CO LLC  
SUBSIDIARY OF CIRCUIT CITY 2  
ATTN: BRIAN HARGROVE DR 3,2  
9954 MAYLAND DR  
RICHMOND, VA 23233-1463

Mark

## Invoice

Number	Date	Page
07004075	10/21/2008	1 of 2

Please send remittance to:

VERTIS, INC.  
P. O. BOX 404555  
ATLANTA, GA 30384-4555

Currency	USD
PO#	
Reference#	
Job#	07072600
Job Name	CIRCUIT CITY
Sales Rep	KEITH FLEMING
CSR	PATRICIA WEIGAND
Payment Terms	NET 10 DAYS FROM INVOICE DATE
Note 1	
Note 2	
Sold to Cust	CIRCUIT CITY PURCHSING CO LLC

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 10/26 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER B	8 TAB - 175,000 COPIES 20% FUEL SURCHARGE				755.00
					151.00
Thank you - It is our pleasure to serve you					Total \$906.00

Subject to terms and conditions on final page - after invoice total.

## VERTIS SERVICES TERMS AND CONDITIONS

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, those terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

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### Premedia, Printing, and Direct Marketing Services.

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**1.2. Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

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**5.0 Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS).** COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

**6.0 Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

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**9.0 Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.



**Invoice No.** 56-704579

**Please remit to:**  
Vertis, Inc.  
PreMedia  
P.O. Box 840617  
Dallas, TX 75284-0617

**Customer Ref** N/A  
**P.O. No.**  
**Keyword 1**  
**Keyword 2**  
**Invoice Date** 10/30/08  
**Terms NET** NET 30 DAYS

**Bill To:**

CIRCUIT CITY - MARKETING DEPT.  
Attn: Eddie Edwards  
9950 MAYLAND DR  
DR1, 4TH FLOOR  
RICHMOND, VA 23233-1463

**Job No.** 588295

**Job Description** October 2008 Photography

—Fold here—

Description	Qty	Charge/Amt	Ext/Amt
<b>PHOTOGRAPHY SERVICES</b>			
Additional Angle Shots	49	\$60.00	\$2,940.00
Initial Angle Shots	78	\$70.00	\$5,460.00
A MODS			\$8,400.00

Shipping Charges	Ship Amount
Total Shipping Charges	\$0.00

**Sales Tax:**

Product Code	State	Tax
PREPRESS ELECTRON	VA	\$0.00
		\$0.00
<b>Subtotal</b>		\$8,400.00
<b>Freight</b>		\$0.00
<b>Taxes</b>		\$0.00
<b>Total</b>		\$8,400.00

**Due and payable in Irving, Dallas County, Texas in U.S. Dollars**

**Please reference invoice number when remitting payment.**

Vertis, Inc., Irving, TX, 972-373-4800 800-385-8957

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are Inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services (Services) provided by Veritis, Inc. (or its affiliated companies Company) for you (Customer).

**1.0 Premedia, Printing, and Direct Marketing Services.**

**1.1 Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer (Customer-Furnished Materials) will meet Company's specifications and will be held on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, as set forth in Paragraph 8.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and/or preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

**1.2. Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

**1.3. Customer Final Approval Proof.**

**1.3.1.** Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval of the Final Proof). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked OK, or OK with changes, along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

**1.3.2.** Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break, if Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked OK, or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

**1.3.3.** Customer changes to original copy or instructions will be invoiced at current rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

**1.4. Delivery.** Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

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**1.2. Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S., All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

**1.3. Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies in Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

**1.0 Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

**1.0 Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmenlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be or Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS', AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

**1.0 Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

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250 West Pratt Street  
18th Floor  
Baltimore, MD 21201  
(410) 528-9800  
[www.vertisinc.com](http://www.vertisinc.com)

## Invoice

Number	Date	Page
07004105	11/04/2008	1 of 2

Bill To: 061366

CIRCUIT CITY PURCHSING CO LLC  
SUBSIDIARY OF CIRCUIT CITY 2  
ATTN:BRIAN HARGROVE DR 3,2  
9954 MAYLAND DR  
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.  
P. O. BOX 404555  
ATLANTA, GA 30384-4555

Currency	USD
Reference#	
Name	07086400
Rep	CIRCUIT CITY
	KEITH FLEMING
	PATRICIA WEIGAND
Term Terms	NET 10 DAYS FROM INVOICE DATE
1	
2	
to Cust	CIRCUIT CITY PURCHSING CO LLC

Thank you - It is our pleasure to serve you

Total \$937.25

Subject to terms and conditions on final page - after Invoice total.

## VERTIS SERVICES TERMS AND CONDITIONS

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These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services ("Services") provided by Vertis, Inc. (or its affiliated companies ("Company") for you ("Customer").

### Premedia, Printing, and Direct Marketing Services

**1.1. Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, except as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and other preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

**1.2. Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

### Customer Final Approval Proof

**1.3.1.** Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with change" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

**1.3.2.** Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break, if Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked "OK" or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

**1.3.3.** Customer changes to original copy or instructions will be invoiced at rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

**1.4. Delivery.** Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

**2.0 Media Placement Services.** Company will act as Customer's agency of record, and Customer will cooperate with and assist Company in having Company recognized as such by media vendors. Customer will provide reasonable assistance to Company in dealings with media vendors. Customer is financially responsible for all media costs (including without limitation short rates) for advertising placed by Company on Customer's behalf, regardless of whether such costs vary from prior quotes. Company will not be responsible for errors in placement of advertising if (a) Customer does not request review of its media plan; (b) Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to placement of the advertising; or (c) Customer provides oral or written approval of the media plan, and Company has followed such media plan. If the actual quantity circulated varies from the ordered quantity by up to 1% of total circulation per event, Company will be deemed in compliance with this Agreement. If Customer fails to approve the media plan in time to allow Company to place the advertising, Company may attempt to place the advertising for an alternative date agreed to by Customer and/or may, in its sole discretion, charge Customer for charges assessed by the media.

### Payment Terms

**3.1. Payments, Credit and Taxes.** If Company extends credit to Customer, each payment is due within 30 days of the invoice date; otherwise, payment is due in advance or on delivery (as specified by Company). Customer will pay late fees equal to 1 1/2 % per month (or the amount allowed by law, if less) on all past due amounts, and reimburse Company for all collection costs incurred (including without limitation attorneys' fees).

Company may retain any Customer property as security until full payment is received. Company will determine whether to extend credit to Customer, and such decision may be modified or this Agreement terminated at any time on notice to Customer if Company determines (in its sole discretion) that Customer's creditworthiness is unacceptable. Customer will provide Company with financial information on request, to enable Company to evaluate Customer's creditworthiness. Customer will pay Company directly or reimburse Company for all taxes on Services, except taxes on Company's income.

**3.2. Price Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days' prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S. All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

**3.3. Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

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250 West Pratt Street  
18th Floor  
Baltimore, MD 21201  
(410) 528-9800  
[www.vertisinc.com](http://www.vertisinc.com)

## Invoice

Number	Date	Page
07004109	11/06/2008	1 of 2

BILL TO: 061360

CIRCUIT CITY PURCHSING CO LLC  
SUBSIDIARY OF CIRCUIT CITY 2  
ATTN:BRIAN HARGROVE DR 3,2  
9954 MAYLAND DR  
RICHMOND, VA 23233-1463

Please send remittance to:

VERTIS, INC.  
P. O. BOX 404555  
ATLANTA, GA 30384-4555

Via T

Currency : USD  
PO# :  
Reference# :  
Job# : 07086500  
Job Name : CIRCUIT CITY  
Sales Rep : KEITH FLEMING  
CSR : PATRICIA WEIGAND  
Payment Terms : NET 10 DAYS FROM INVOICE DATE  
Note 1 :  
Note 2 :  
Sold to Cust : CIRCUIT CITY PURCHSING CO LLC

Product/Service	Description	Quantity	Unit Price	U/M	Amount
	CIRCUIT CITY 11/9 PUERTO RICO EVENT TRANSPORTATION SERVICES				
OTHER B	8 TAB - 185,000 COPIES 15% FUEL SURCHARGE				815.00 122.25

Thank you - It is our pleasure to serve you

Total

\$937.25

Subject to terms and conditions on final page - after Invoice total.

## VERTIS SERVICES TERMS AND CONDITIONS

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, those terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

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### Premedia, Printing, and Direct Marketing Services.

**1.1. Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, except as set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and other preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

**1.2. Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

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**1.3.1.** Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections, either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with change" along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

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**1.3.3.** Customer changes to original copy or instructions will be invoiced at rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

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**Please remit to:**

Vertis, Inc.  
PreMedia  
P.O. Box 840617  
Dallas, TX 75284-0617

Bill To:

CIRCUIT CITY - MARKETING DEPT.  
Attn: Eddie Edwards  
9950 MAYLAND DR  
DR1, 4TH FLOOR  
RICHMOND, VA 23233-1463

Invoice No. 56-707155

Customer Ref N/A

P.O. No.

### Keyword 1

### Keyword 2

**Invoice Date:** 11/25/08

**Terms NET NET 10 DAYS**

Job No. 591190

## **Job Description November 2008 Photography**

—Fold here—

Description	QTY	Charge Amt	Ext. Amount
<b>PHOTOGRAPHY SERVICES</b>			
Additional Angle Shots	5	\$60.00	\$300.00
Initial Angles	6	\$70.00	\$420.00
<b>A MODS</b>			
			<b>\$720.00</b>
<b>Shipping Charges</b>			
<b>Total Shipping Charges</b>			
			<b>\$0.00</b>

**Sales Tax:**

**Due and payable in Irving, Dallas County, Texas in U.S. Dollars**

**Please reference invoice number when remitting payment.**

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**1.2. Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

### **1.3. Customer Final Approval Proof.**

**1.3.1.** Prior to release for final output or release for printing, Company will provide an analog proof or digital representations, along with original copy where applicable, to Customer for review and approval (the "Final Proof"). Customer will notify Company of its approval of Final Proofs and of any corrections either (i) by noting any corrections on Final Proofs and returning them to Company marked "OK" or "OK with changes", along with Customer's authorized signature, or (ii) if mutually agreed, by email to the appropriate Company representative. Company will not be responsible for printing errors if Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to final output or release for printing. The timely return of the Final Proofs by Customer will be determined by a mutually agreed job schedule.

**1.3.2.** Company will not be responsible for errors in copy (omissions or commissions), folding, format, or color break, if Customer (i) does not order or refuses to accept Final Proofs; (ii) either fails to return Final Proofs with indications of changes or marked "OK", or fails to provide email approval of Final Proofs when permitted; or (iii) communicates changes verbally.

**1.3.3.** Customer changes to original copy or instructions will be invoiced at current rates unless otherwise mutually agreed. Company will not be responsible for any loss, damage, or liability incurred by Customer arising from delay in delivery due to untimely return of Final Proofs. A reasonable variation in color between Final Proofs and the completed job will constitute an acceptable delivery.

**1.4. Delivery.** Unless otherwise agreed in writing, delivery will be FCA Company's dock (Incoterms 2000). Unless otherwise specified in writing, Company will choose the carrier and will ship each portion of the Services to Customer upon completion (without storage at Company's facility). Title and risk of loss passes to Customer on delivery to carrier. Partial shipments by Company are permitted. If Company delivers a quantity of printed materials that varies 5 percent either way from the total quantities ordered, or direct marketing materials 10 days earlier or later than the mutually agreed delivery date, Company will be deemed in compliance with this Agreement. If Company fails to deliver direct marketing materials 15 days after the mutually agreed delivery date, Customer's sole and exclusive remedy is to cancel only the undelivered portion of direct marketing materials.

**2.0 Media Placement Services.** Company will act as Customer's agency of record, and Customer will cooperate with and assist Company in having Company recognized as such by media vendors. Customer will provide reasonable assistance to Company in dealings with media vendors. Customer is financially responsible for all media costs (including without limitation short rates) for advertising placed by Company on Customer's behalf, regardless of whether such costs vary from prior quotes. Company will not be responsible for errors in placement of advertising if (a) Customer does not request review of its media plan; (b) Customer fails or is unable to provide notice of necessary corrections within a reasonable amount of time prior to placement of the advertising; or (c) Customer provides oral or written approval of the media plan, and Company has followed such media plan. If the actual quantity circulated varies from the ordered quantity by up to 1% of total circulation per event, Company will be deemed in compliance with this Agreement. If Customer fails to approve the media plan in time to allow Company to place the advertising, Company may attempt to place the advertising for an alternative date agreed to by Customer and/or may, in its sole discretion, charge Customer for charges assessed by the media.

### **3.0 Payment Terms.**

**3.1. Payments, Credit, and Taxes.** If Company extends credit to Customer, each payment is due within 30 days of the invoice date; otherwise, payment is due in advance or on delivery (as specified by Company). Customer will pay late fees equal to 1 1/2 % per month (or the amount allowed by law, if less) on all past due amounts, and reimburse Company for all collection costs incurred (including without limitation attorney's fees). Company may retain any Customer property as security until full payment is received. Company will determine whether to extend credit to Customer, and such decision may be modified or this Agreement terminated at any time on notice to Customer if Company determines (in its sole discretion) that Customer's creditworthiness is unacceptable. Customer will provide Company with financial information on request, to enable Company to evaluate Customer's creditworthiness. Customer will pay Company directly or reimburse Company for all taxes on Services, except taxes on Company's income.

**3.2. Price Changes.** Prices are subject to change if Customer requests changes in the specifications or schedule or otherwise causes a delay in the Services, or if Customer-Furnished Materials do not conform to Company's specifications. Company may increase or decrease prices at any time to reflect media vendors' rate changes, and changes in the market for freight, paper, ink and other materials. In addition, on 60 days' prior written notice to Customer, Company may increase prices on an annual basis on the anniversary of this Agreement by an amount equal to any increase in the Consumer Price Index (U.S., All Items, Not Seasonally Adjusted, as published by the U.S. Department of Commerce, and any successor index) that occurred in the prior calendar year. Customer will have no right to setoff any amounts due to Company under this Agreement against any amounts claimed by Customer against Company, whether such claimed amounts are the result of Company's breach or otherwise.

**3.3. Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies as Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

**4.0 Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

**5.0 Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be for Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY, & ITS CONTRACTORS, AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S).** COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

**6.0 Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

**7.0 Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

**8.0 Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. **EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.**

**9.0 Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All communications will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a nationally recognized overnight carrier, or via fax or e-mail to the address set forth in the Services. Customer will not be liable for any obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties, successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.

**Please reference invoice number when remitting payment.**



**Please remit to:**

Vertis, Inc.  
PreMedia  
P.O. Box 840617  
Dallas, TX 75284-0617

**Bill To:**

CIRCUIT CITY - MARKETING DEPT.  
Attn: Eddie Edwards  
9950 MAYLAND DR  
DR1, 4TH FLOOR  
RICHMOND, VA 23233-1463

**Invoice No.** 56-709633

**Customer Ref** N/A

**P.O. No.**

**Keyword 1**

**Keyword 2**

**Invoice Date** 12/18/08

**Terms NET** NET 10 DAYS

**Job No.** 580949

**Job Description** Photography Special Project - 6

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Description	Qty	Charge Amt.	Ext. Amount
PHOTOGRAPHY FEES FOR GO STORE: PELHAM, HENRIETTA, BRONX, TAMPA, ROSEMONT, MANCHESTER, LAURAL, MERRIMACK, FLORIDA CITY, MONACA, SARASOTA, S BARRINGTON, PALM DESERT, SANTA CLARITA, HYANNIS, MERRIAM, HOMESTEAD, MACON, PARSIPPANY, DENVER, FT MYERS, HATILLO PUERTO RICO, MOBILE, BIRMINGHAM, MARLTON, MANTUA, CAGUAS PUERTO RICO		\$32,400.00	\$32,400.00

Shipping Charges	Ship Amount
Total Shipping Charges	\$0.00

**Sales Tax:**

Product Code	State	Tax
PREPRESS ELECTRON	VA	\$0.00
		\$0.00
		\$0.00
<b>Subtotal</b>		\$32,400.00
<b>Freight</b>		\$0.00
<b>Taxes</b>		\$0.00
<b>Total</b>		\$32,400.00

**Due and payable in Irving, Dallas County, Texas in U.S. Dollars**

**Please reference invoice number when remitting payment.**

Vertis, Inc., Irving, TX, 75237-4800 800-365-8957

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services (the "Services") provided by Verlis, Inc. (or its affiliated companies ("Company")) for you ("Customer").

**1.0 Premedia, Printing, and Direct Marketing Services.**

**1.1 Materials.** All paper, film, electronic media, artwork, engravings, data, and other materials furnished by Customer ("Customer-Furnished Materials") will meet Company's specifications and will be delivered on a schedule acceptable to Company. Company may charge Customer additional amounts for the use, handling, storage, transportation or transmission of Customer-Furnished Materials and, in addition to set forth in Paragraph 9.0, will not be liable for any loss or damage to the Customer-Furnished Materials. Unless otherwise agreed in writing, Company will retain Customer-Furnished Materials and/or preparatory materials for up to 30 days following the Services, and then may dispose of them without notice or liability. All negatives, positives, flats and other film will become the property of Customer and Company will deliver them to Customer upon its request.

**1.2 Customer's Delay.** If Customer fails to use reserved press time, or fails to provide Company with Customer-Furnished Materials in time to meet a scheduled copy release date or by the due date for such materials as provided to Customer, Company shall not be responsible for meeting Customer deadlines and may attempt to re-schedule the Services to a mutually-acceptable date and/or may, in its sole discretion, charge Customer for press stand-ready time and any unused paper or other materials or services ordered or purchased in preparation for the Services.

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**1.3. Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies in Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

**1.4. Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

**1.5 Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be or Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). COMPANY'S AND ITS CONTRACTORS', AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS). Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

**1.6 Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

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**1.8 Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.

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Please remit to:

Vertis, Inc.  
PreMedia  
P.O. Box 840617  
Dallas, TX 75284-0617

**Bill To:**

CIRCUIT CITY - MARKETING DEPT.  
ATTN: BILL RATTNER  
9950 MAYLAND DR  
DR1, 4TH FLOOR  
RICHMOND, VA 23233-1463

**Invoice No. 56-704586**

**Customer Ref**

P.O. No.

### Keyword 1

### Keyword 2

**Invoice Date** 12/18/08

**Terms NET NET 10 DAYS**

Job No. 591196

**Job Description** October 2008 360 Shots

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Description	Qty	Charge Amt	Ext. Amount
<b>PHOTOGRAPHY SERVICES</b>			
360 shots - color edit/clip/place in flash template	1	\$195.00	\$195.00
<b>IMAGING SERVICES</b>			
360 Shots	1	\$150.00	\$150.00
			<hr/> \$345.00
<b>Shipping Charges</b>		<b>Ship Amount</b>	
<b>Total Shipping Charges</b>			\$0.00

**Sales Tax:**

**Due and payable in Irving, Dallas County, Texas in U.S. Dollars**

**Please reference invoice number when remitting payment.**

To the extent the parties have executed a mutually agreed Services Agreement or other written contractual commitment, these terms and conditions are inapplicable and the terms of the parties' relationship shall be governed by such Services Agreement or other written contractual commitment.

These Terms and Conditions apply to all goods, printed pieces, merchandise, materials, equipment, supplies and products or services (Services) provided by Veris, Inc. (or its affiliated companies Company) for you (Customer).

**1.0 Premedia, Printing, and Direct Marketing Services.**

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**1.3. Postage Payments.** Customer will pre-pay the estimated postage related expenses for all direct marketing Services by furnishing Company a check or wire transfer to be deposited to the postal account maintained by Company. Company will compare Post Office counts and charges against the count furnished by Customer and Company's machine count. Company will resolve any discrepancies in Customer's agent, will advise Customer of such resolution, and if either party owes the other party amounts based on such resolution that party will promptly pay such amount to the other party.

**1.4. Claims.** Customer must provide written notice of any defect, damage, shortage or breach of this Agreement as soon as it is discovered, but in any event no later than 10 days after delivery of the affected portion of the Services.

**1.5. Limited Warranty and Liability.** Company warrants that it will perform the Services in a workmanlike manner. Customer's sole and exclusive remedy for any claim arising out of this Agreement will be or Company, in Customer's commercially reasonable discretion to (a) to use commercially reasonable efforts to cure the breach, or (b) to refund the price paid to Company for the non-conforming portion of the Services. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS), COMPANY'S AND ITS CONTRACTORS' AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PORTION OF THE SERVICES THAT GAVE RISE TO THE CLAIM(S). COMPANY AND ITS CONTRACTORS AND CUSTOMER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ALL CLAIMS REGARDLESS OF FORM, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE OR LOST SALES OR PROFITS).** Neither party is liable for delays or failures in performance of any obligations under this Agreement, other than payment obligations, due to a cause beyond its reasonable control.

**1.6. Indemnification.** Customer will defend, indemnify, and hold Company harmless against all claims, losses, costs, expenses, and damages related to: (a) Customer's use of the Services (including without limitation unfair competition claims); (b) Customer's provision of materials that actually or allegedly violate third-party proprietary rights, contain illegal or improper material, or invade privacy or other personal rights; (c) Customer's failure to honor any of its agreements with media vendors; or (d) Customer's failure to pay for advertising ordered by Company on Customer's behalf.

**1.7. Insurance.** Company will maintain its standard fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all Customer-Furnished Materials, preparatory material, and printed work in Company's possession. Company's liability for loss or damage to such property will not exceed the lesser of: (a) the amount recovered from such insurance; or (b) the amount set forth in Section 6.

**1.8. Interpretation and Enforcement.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. If any provision is declared invalid, illegal or unenforceable, the validity of the remaining provisions will not be affected. The parties agree that this Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. Senior managers of each party will attempt to resolve by negotiations any disputes prior to engaging in litigation, except when seeking injunctive relief. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the District Court for the Southern District of New York or in the state courts of New York sitting in New York County. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A TRIAL BY JURY.

**1.9. Miscellaneous.** Customer will perform those tasks and assume those responsibilities specified in this Agreement, and will provide Company with decisions and approvals upon Company's request. Waiver of any default or breach of this Agreement will not constitute a waiver of any other default or breach. This Agreement is the complete and exclusive statement of the terms of the contract for the Services, and can be modified only by a written amendment signed by both parties. Except as expressly provided in this Agreement, Company is an independent contractor, not an agent of Customer. All notices will be in writing and will be deemed to have been given when delivered personally, when mailed by certified or registered mail, return receipt requested and postage prepaid, when sent via a recognized overnight carrier, or when sent via facsimile confirmed in writing to the recipient. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement will be binding upon and inure to the benefit of the parties, successors and permitted assigns. To the extent any other agreement is inconsistent with these Terms and Conditions, unless expressly provided otherwise, these Terms and Conditions will govern.